SAN LEANDRO UNIFIED SCHOOL DISTRICT
San Leandro, California

EMPLOYMENT AGREEMENT BETWEEN THE GOVERNING BOARD OF THE SAN LEANDRO UNIFIED SCHOOL DISTRICT AND JOHN THOMPSON, SENIOR DIRECTOR II, HUMAN RESOURCES

1. PARTIES

This AGREEMENT is made and entered into this 1st day of July 2012 between the SAN LEANDRO UNIFIED SCHOOL DISTRICT OF ALAMEDA COUNTY, STATE OF CALIFORNIA, (the "District") acting by and through the Board of Education of the District, and John Thompson hereinafter referred to as the SENIOR DIRECTOR II, HUMAN RESOURCES, ("Senior Director II").

2. TERM OF AGREEMENT

The term of this Agreement shall commence July 1, 2012 and shall terminate June 30, 2014, unless terminated earlier pursuant to provisions set forth in this Agreement. Prior to the expiration of the Agreement, the Superintendent shall recommend to the Board whether to renew the Agreement for a new term. If the recommendation is not to renew the Agreement, the Board shall, in accordance with Education Code section 35031, provide Senior Director II written notice on or before January 15, 2014.

3. EVALUATION

The Senior Director II shall be evaluated annually by the Superintendent in accordance with District policy or practice. Evaluations shall be based on the achievement of mutually agreed upon performance goals for the year in question, and meeting the expectations of the position description. Such goals shall be established after the Governing Board has addressed District goals, typically in the fall of each year, but not later than November 1 of each year of this Agreement. The annual evaluation is to be completed by June 30.

Written recommendations for strengthened performance will be provided by the Superintendent. In the event the Superintendent determines that the performance of the Senior Director II is unsatisfactory in any respect, the Superintendent shall describe in writing the unsatisfactory performance, and indicate what must be accomplished for performance to be deemed satisfactory. The Senior Director II may prepare a written response to the evaluation which shall be attached to the evaluation and placed in the personnel file.

4. COMPENSATION

The total compensation of the Senior Director II shall be $150,490 plus doctoral stipend of $2,744 as set forth on Appendix A (attached).

The Board reserves the right to modify the Senior Director II's annual salary with the mutual consent of the Senior Director II. Any adjustment in salary made during the life of this Agreement shall be in the form of an amendment and shall become part of this Agreement. It is further provided, however, that by doing so it shall not be considered that a new contract has been entered into or that the termination date on the existing Agreement has been extended.

5. TERMINATION OF AGREEMENT DURING THE TERM

This Agreement may be terminated at any time before the Ending Date by any of the following means:

a) By mutual written consent of the Parties upon forty-five (45) days' prior written notice or

b) By the Board, in its sole discretion and without cause, upon the written notice to the Senior Director II of its decision to exercise this provision. This Board shall have the option to terminate this Agreement at any time during the term of this Agreement. If the Board elects this option to terminate the Agreement without cause, it shall pay the employee either: (1) the salary under the remaining term of the Agreement or (2) a maximum of six months salary, whichever is less. For purposes of this section, "salary" means the last earned base salary of the Senior Director II and excludes any bonuses, vacation accrual, benefits, prerequisites, and merit pay. This payment of salary as severance pay is the sole and exclusive remedy for the Senior Director II for contractual claims regarding the termination of this Agreement before the Ending Date; or

c) For cause. Nothing in the preceding paragraph (5(b)) shall be construed as to prevent the Board from terminating this Agreement for cause including conduct which constitutes a material breach of the Agreement, breach of duties, unsatisfactory performance, and/or any grounds enumerated in Education Code section 44932. Advanced written notice of discharge for cause shall be given to the Senior Director II, and the Senior Director II shall be entitled to appear before the Board, in closed session as permitted by applicable law, to discuss such cause. In the event of such termination for breach, the Senior Director II shall not be entitled to any Senior Director II's compensation or other payment by the District upon or after termination.

6. SEVERABILITY/SAVINGS PROVISIONS

If any term or provision of the Agreement shall to any extent be held by a court of

competent jurisdiction to be invalid, void or unenforceable, that term or provision shall be omitted, but the remaining terms or provisions of this Agreement shall continue in effect.

7. APPLICABLE LAW

All terms and conditions of this Agreement not specifically addressed in the Agreement shall be in accordance with all applicable laws of the State of California and the policies, rules and regulations of the District's Board of Trustees.

8. INTEGRATION

This Agreement constitutes the sole understanding of the parties and supersedes all prior agreements written or oral. This Agreement shall be amended only by a written amendment executed by both Parties that specifically refers to this Agreement. The Senior Director II agrees that he will not rely on any oral or implied Agreement which purports to alter, amend, or expand the terms of this Agreement.

9. ADDITIONAL TERMS

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1 The Senior Director II accepts employment for the term and at the compensation above stated and agrees to perform the duties of Senior Director II of the District, whether such duties are imposed by law, required by the Board of Education or the Superintendent.

2 The Senior Director II shall maintain valid and appropriate credential(s) and meet appropriate State requirements to act as the Senior Director II for the District. Failure to maintain appropriate credentialing will result in an immediate termination of this Agreement.

3 The Senior Director II further agrees to devote his full time, skill, labor, and attention to said employment during the term of this Agreement, provided, however, that the Senior Director II, with the prior written consent of the Superintendent, may undertake consultant work, speaking engagements, writing, lecturing, or other professional duties and obligations which the Superintendent determines do not interfere with the performance of his duties in the District.

4 Pursuant to the direction of the Superintendent and in accordance with Board Policy, Administrative Regulations, and the education laws of the State of California, the Senior Director II shall effectively manage and direct that division to which he is assigned by the Superintendent.

5 The work year consist of 222 days of regular service. The Senior Director II shall devote his full time to the performance of his duties. Senior Director II shall be entitled to all leaves of absence such as illness, bereavement, and personal necessity in accordance with the rules and law governing such leaves. In the event such rules and laws change during the term of this Agreement, the amendments may be incorporated herein at the Board's discretion, upon written notice to the Senior Director II. The Senior Director II shall be entitled to

twelve (12) sick days per year provided by the District.

6 The District shall provide the Senior Director II with a calendar indicating the days he will work. The work calendar shall be updated as necessary. The Senior Director II will be responsible to notify the District of any changes in his work schedule in a timely and reasonable manner, preferably on the date the Senior Director II becomes aware of the need to change his schedule. At any rate, the Senior Director II's supervisor must be notified of all changes to the Senior Director II's schedule by the date the change occurs, and the Senior Director II is responsible for ensuring his supervisor knows of all significant matters which will require attention during the Senior Director II's absence. Medical leaves of absence require documentation from the health care provider.

7 The Senior Director II shall accrue twenty-four (24) working days annual vacation with full pay. The vacation days will accrue at a rate of two (2) vacation days per month of time worked. The District encourages employees to use their vacation within a reasonable time of when it is accrued. Effective July 1, 2012, Senior Director II shall be permitted to accrue vacations days up to a maximum of twenty four (24) days after which no more vacation days may be accrued and carried over to the next fiscal year until the balance decreases below twenty four (24) days.

For any vacation days accrued prior to July 1, 2012, the Board and the Senior Director II shall mutually agree upon a plan that will eliminate this excess vacation accrual through a combination of vacation day usage and compensation over time. This plan shall be agreed to by September 2012.

For unused, earned vacation days accrued after July 1, 2012, however, upon termination or expiration of this Agreement, the Assistant Superintendent shall be entitled to compensation at the effective salary rate for up to a maximum of twenty (24) vacation days.

8 The Senior Director II agrees to use his own automobile in the performance of his duties; to furnish all fuel and maintenance thereof; and to carry adequate public liability and property damage insurance on his automobile. The Senior Director II will receive no additional reimbursement for any travel within a 125 miles radius of the District Office. Travel beyond the 125 mile radius shall be reimbursed at the mileage rate set by Board Policy.

9 The terms of this Agreement may be changed only by mutual agreement of the parties hereto, which agreement shall be reduced to writing and signed by both the Superintendent and the Senior Director II and ratified by the Governing Board.

IN WITNESS THEREOF, the District has caused its corporate name to be signed by the President and Vice President of the Board of Education of the District and the signature of the Senior Director II.

SAN LEANDRO UNIFIED SCHOOL DISTRICT
OF ALAMEDA COUNTY, STATE OF CALIFORNIA

_____	_____
President of the Board of Education	Date
_____	_____
Vice President of the Board of Education	Date
_____	_____
Senior Director II of Human Resources	Date